

1 [Counsel Listed on Signature Page]
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7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
9 **SAN FRANCISCO DIVISION**

10 IN RE: UBER TECHNOLOGIES, INC.,
11 PASSENGER SEXUAL ASSAULT
12 LITIGATION

13 This Document Relates to:

14 **ALL ACTIONS**

15 Case No. 3:23-md-03084-CRB
16 **JOINT STATUS REPORT FOR**
17 **DECEMBER 19, 2024 DISCOVERY**
18 **STATUS CONFERENCE**

19 Judge: Hon. Lisa J. Cisneros
20 Courtroom: G – 15th Floor

JOINT STATUS REPORT

In advance of the discovery status conference set by the Court for Thursday, December 19, 2024 at 9:30 a.m., Plaintiffs, Defendants Uber Technologies, Inc., Rasier, LLC, Rasier-CA, LLC (collectively, “Defendants”) (jointly, “the parties”), respectfully submit this Joint Status Report.

I. Safety Data

Plaintiffs’ Position: Despite two Orders dating back to July requiring Uber to produce data and documents about Uber-related sexual assault and sexual misconduct incidents, Uber has not complied. (ECF 683, 706). Plaintiffs request guidance from the Court on enforcing these Orders. First, although Uber recently agreed on December 13 to produce all except one of the numerous fields of data it has refused to produce since July, Uber still refuses to produce the data contained in the “Comments” field. This field contains Uber’s internal discussion of the event and Uber’s response to it, and is critical to Plaintiffs’ review. Second, although the Court ordered Uber to produce data for *all* sexual assault incidents regardless of the reporting party, Uber refuses to produce *any* data for rider on driver assaults or assaults involving third parties, despite Plaintiffs’ insistence since July that Uber do so.¹ Third, Uber has not fully produced documents to show how frontline agents were instructed to categorize reports or how auditors were instructed to conduct their review. Additionally, Uber insists on producing the data through a third-party vendor who provides limited, controlled access to the data. Despite Uber’s representations that the data has been available to Plaintiffs since September, Plaintiffs still today cannot begin to meaningfully analyze the data because the third-party vendor still has not properly provisioned the system with the tools and functionality agreed upon months ago. Even if these issues are corrected, review of the data will be slowed due to limitations not agreed to nor anticipated when Plaintiffs agreed to the third-party host. Plaintiffs and their experts have spent hundreds of hours as a result of the involvement of this third party, whose involvement is unnecessary given the robust protective order in place.

Defendants' Position: As Plaintiffs have previously acknowledged, incident data is highly sensitive commercial information, and perhaps more importantly contains information that could

¹ As noted by the Court more recently, evidence pertaining to risks to drivers is not as distinct from the issue of risk to passengers. (ECF 1920 at *2-3)

1 reveal sensitive personal details about nonparties to this litigation. ECF 1681, at 5-6. Defendants went
 2 to great lengths and expense to secure a third party data host not otherwise affiliated with the litigation
 3 (the data forensics arm of Big Five accounting firm BDO) and worked closely with Plaintiffs for weeks
 4 to architect a secure hosting environment *entirely to Plaintiffs' expert's specifications without*
 5 *material modification*. On September 30, Defendants posted the agreed U.S. incident data. JCCP
 6 leadership was given access to a parallel space the same day, and began working in it on October 2nd.
 7 MDL Plaintiffs, however, chose not to review this data and instead created an unnecessary delay
 8 through months-long negotiations of contractual addenda, including directly with BDO and its
 9 counsel. Plaintiffs finally deemed their confidentiality agreement with BDO complete by sending
 10 BDO a unilaterally executed copy on December 12. Plaintiffs first raised perceived issues with
 11 provisioning of services by BDO to Defendants on December 13. Due to confidentiality agreements
 12 between Plaintiffs and BDO (entered at Plaintiffs' insistence), Defendants have very limited ability to
 13 intercede. Defendants are advised by BDO that it is working diligently to resolve any technical issues
 14 and the Court should be assured that BDO has the technical acumen to do so.

15 Further, the parties have been involved in an active negotiation regarding the scope of
 16 additional productions. The parties also continue to discuss the "Comments" field, which often
 17 includes privileged communications, and rider- or third party-on-driver incident data. These issues are
 18 not ripe for Court intervention, as the parties acknowledged on a December 13 meet-and-confer.

19 Lastly, Defendants have produced documents showing how frontline agents were instructed to
 20 categorize reports and how auditors were instructed to conduct their review.² Defendants provided
 21 Plaintiffs with a list of Bates numbers for such documents on September 9, over three months ago.

22 II. Noncustodial Production

23 **Plaintiffs' Position:** Despite numerous Orders from this Court and requests from Plaintiffs
 24 that have remained unchanged since first issue, Uber has yet to complete production of non-custodial

25
 26 ² These documents include: several Knowledge Bases specifically related to the taxonomy, the 2017 audit, and Jira field
 27 standardization instructions; training decks for agents and auditors related to topics including use of reporting tools such
 28 as Bliss and Jira, categorization of incidents per the taxonomy, and information to obtain from callers to improve the
 accuracy of reports slide decks related to the 2017 audit process; as well as evaluation materials for agents and auditors
 to gauge accuracy in categorizing incident reports.

1 documents. *See, e.g.*, ECF 706, 1629, 164, 1777. First, Uber has yet to produce a single complete
 2 policy for all dates it was effective. Plaintiffs spent months and hundreds of attorney hours reviewing
 3 Uber's document productions in an attempt to identify policies³, and have met and conferred
 4 extensively. Uber committed to substantially complete production of non-custodial documents by
 5 October 15, 2024 (ECF 1643); however, it has failed to do so. Although Uber produced some policy-
 6 related documents, neither Plaintiffs nor Uber can yet identify specific documents that when pieced
 7 together, constitute a policy or practice as it existed from the time it was instituted⁴ until the present
 8 (or time that it was discontinued) for any given topic. To attempt to focus the issue for Uber, Plaintiffs
 9 specifically identified at least 123 policies significant to this litigation that Uber has omitted from
 10 production *in their entirety*. The noncustodial documents at issue are at the center of this litigation, for
 11 example, policies on background checks, driver deactivation, and investigations. Additionally,
 12 although Uber committed to produce all marketing documents targeted to riders, Uber produced
 13 documents from just one source, an email blast system, which does not include even the most basic,
 14 moreover the scope of, marketing documents that Plaintiffs are entitled to obtain. Moreover, Uber's
 15 production omits critical metadata, which prevents meaningful use of the documents. Plaintiffs request
 16 guidance from the Court on enforcing the prior Orders and intend to seek sanctions, if necessary.

17 **Defendants' Position:** Defendants have complied with the Court's Orders. Plaintiffs
 18 inaccurately characterize Defendants' productions, for example, originally asserted Defendants
 19 "omitted" "Serious Interpersonal Conflict" policies even though a policy titled "[Live] Global Serious
 20 Interpersonal Conflict Standard."⁵ appears *three times* on a list of policies in certain productions that
 21 Defendants provided Plaintiffs upon request. This illustrates the disconnect between Defendants'
 22 actual productions and Plaintiffs' representations thereof. Further, Plaintiffs' "123 policies significant
 23 to this litigation" includes at least one related to scooter rentals. These "123 policies" come from a list
 24

25 ³ Uber recently differentiated "policies" from "Knowledge Base" documents for the first time, stating that Knowledge
 26 Base documents are provided to front line agents to operationalize policies.

27 ⁴ Further, review of Uber's current production shows significant production gaps for documents prior to 2016. Plaintiffs
 28 have raised this issue to Uber but Uber has not committed to correcting these gaps.

⁵ UBER_JCCP_MDL_00036699, UBER_JCCP_MDL_000366712, UBER_JCCP_MDL_000366728. Plaintiffs also
 falsely assert above that "Serious Interpersonal Conflict" is "the phrase Uber uses to categorize sexual assault." This
 term includes sexual assault, but is broader and also includes, e.g. theft.

1 of 860 purported policies from Plaintiffs, which includes documents that are neither policies nor
 2 Knowledge Bases, e.g., documents called “Transition Document” and “Past Women’s Safety
 3 Strategies,” non-Rideshare documents (e.g., logistics, scooters, new verticals), and documents of
 4 questionable-at-best relevance (e.g., work-from-home guidelines, spam callers, falsified fares, Prop
 5 22, EU privacy regulations, car seats, ride requests from outside the US or Canada, or animals in
 6 vehicles).

7 In addition, Plaintiffs continue to add voluminous new requests. On December 12, Plaintiffs
 8 added a whole new set of requests for “playbooks,” which are custodial documents, and marketing
 9 documents in addition to the above-referenced production, which was specifically requested by
 10 Plaintiffs and comprises almost 70,000 pages. The parties continue to confer about all these new
 11 requests. There are no disputes ripe to bring before the Court related to these new requests.

12 **III. TAR Validation**

13 **Plaintiffs’ Position:** Uber was to provide the metrics and disclosures required by the ESI
 14 Protocol for the first and second sets of custodial files by November 6 and December 12,
 15 respectively. (ECF 1777). Uber belatedly produced metrics for the first set on November 20 and has
 16 not produced metrics for the second set or provided a date that they will do so. The November 20
 17 metrics triggered Plaintiffs’ right to review a validation set under the ESI Protocol, but Plaintiffs
 18 have not been able to begin that review because, until December 13, Uber insisted that review must
 19 be done in person, rather than remotely as permitted by the ESI Protocol. (ECF 524 at 10). Although
 20 Uber now agrees to remote review, Uber has not given a date by which they will provide access.

21 **Defendants’ Position:** While the ESI Protocol does not require validation to occur until the
 22 completion of the TAR process, Defendants conducted an interim validation process for the first two
 23 custodial Tranches. As Defendants informed Plaintiffs on November 20, Defendants arranged for
 24 Plaintiffs to review the TAR validation sample in person, as expressly contemplated by the ESI
 25 Protocol. Plaintiffs refused. The TAR validation sample is especially sensitive because it contains,
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1 by definition, non-discoverable, irrelevant, non-responsive documents about Defendants' business.
 2 But to avoid raising an unnecessary dispute with the Court Defendants agreed Plaintiffs could
 3 conduct the validation review remotely with appropriate safeguards. On December 13, Plaintiffs
 4 requested the terms of the remote review, which Defendants provided that same day. Plaintiffs have
 5 not yet accepted those terms or provided the required information. Plaintiffs will have remote access
 6 shortly after they do so. As for further validation, the Parties recently reached agreement expanding
 7 the scope of discovery. This subject matter expansion affects every custodial tranche and requires
 8 additional training of the TAR model. Defendants cannot provide meaningful or useful validation
 9 metrics for additional custodial tranches while the model is still learning how to incorporate the new
 10 responsiveness criteria.

12 **IV. Custodial Production**

13 **Plaintiffs' Position:** Plaintiffs are concerned that Uber is improperly withholding documents
 14 from certain custodians for whom Uber has represented production is substantially complete. For
 15 example, Uber produced fewer than 1100 documents for Kalanick and under 700 documents for
 16 Khosrowshahi, yet represents those productions are complete despite previously representing to
 17 Plaintiffs that search terms would yield exponential results. Plaintiffs have asked Uber to produce hit
 18 counts for these custodians based on MDL search terms but Uber has not agreed to do so.

19 **Defendants' Position:** Defendants' productions for the identified custodians are substantially
 20 complete. Last Friday, December 13, Plaintiffs for the first time requested unspecified "hit reports."
 21 But during search term negotiations, Plaintiffs took the position that the terms should be broader than
 22 typical, acknowledging that many of the documents hitting on those terms would be non-responsive
 23 but that TAR would hone in on the responsive documents. Thus, hit counts from these overbroad and
 24 imprecise terms were designed to substantially exceed production volumes, and would not be
 25 probative of any purported issues. Further the parties have not yet met and conferred on this recent
 26 request. This issue is therefore not ripe for the Court's consideration.

27 **V. Privilege Disputes**

1 **Plaintiffs' Position:** Despite five rounds of privilege log challenges totaling more than half of
 2 Uber's approximately 40,000 Tranche 1 and Tranche 2 privilege log entries, numerous meet and
 3 confers, Uber reversing course on the vast majority potential samples raised during those exchanges,
 4 and at least five Court Orders,⁶ Uber has withdrawn privilege on just 399 log entries and produced
 5 only 132 with redaction. On December 12, 2024, Uber represented it would withdraw claims related
 6 to an additional 3,380 entries and produce an additional 1,571 entries. Uber belatedly provided a digest
 7 of third party *domains* over which it claims privilege⁷ without identifying specific individuals or log
 8 entries associated with those domains. By asserting privilege over entities in their entirety, no matter
 9 the party to the communication, Uber seeks to improperly shift the burden to Plaintiffs.

10 **Defendants' Position:** Through December 3, Defendants produced nearly 540,000 documents,
 11 and withheld or redacted for privilege 57,607, with *each* document undergoing independent privilege
 12 review. Defendants continue to revisit documents to apply lessons learned through QC, meet and
 13 confers, privilege log challenges, and Court guidance to determine if responsive content can be
 14 produced with privilege redactions or if the privilege assertion can be withdrawn. Defendants note that
 15 neither the number of documents logged, nor the number of documents with amended or withdrawn
 16 privilege claims paints a complete picture, since each instance of a privileged email thread may need
 17 to be logged (or, conversely removed from the log), at Plaintiffs' insistence to include all iterations of
 18 email threads. Defendants served the Third Party Digest on Saturday, December 13, as ordered. For
 19 their part, Plaintiffs continue to misleadingly assert that challenged privilege claims they cherry-picked
 20 for conferrals are representative of the broader set of privilege disputes. Plaintiffs criticize Uber for
 21 not de-designating more documents, while failing to make any changes to their en masse categorical
 22 privilege challenges that lack an individualized basis—such as challenging thousands of documents
 23 solely because an attorney appears to be in the “cc” field in the version contained on the log rather
 24 than the “to” field (even though this is often caused by how Gmail processes replies reverting all
 25 participants to the cc field).

26 **VI. Uber's Pre-2013 Document Production**

27 ⁶ See ECF Nos. 396; 866; 1732; 1908; and 1908.

28 ⁷ This digest includes common domains such as gmail.com, icloud.com, me.com, and yahoo.com.

1 **Plaintiffs' Position:** On November 18, the Court ordered Uber to produce pre-2013 custodial
 2 documents within 14 days, or by December 2. (ECF 1879). Uber has not complied and instead, has
 3 unilaterally given itself an additional month to complete this production despite the Court's Order to
 4 do so by December 2.⁸ Uber should be ordered to produce these documents immediately.

5 **Defendants' Position:** ECF 1879 requires Defendants to produce documents consistent with
 6 their representations in the Parties' joint letter dated November 14, in which Defendants stated they
 7 would begin producing documents by November 26 and continuing on a rolling basis through January
 8 3, 2025. Defendants began producing pre-2013 custodial documents on November 19, have continued
 9 making rolling productions, and expect to complete that production by January 3, 2025.

10 **VII. JCCP Coordination**

11 **Plaintiffs' Position:** MDL Plaintiffs have repeatedly expressed that they are happy to
 12 coordinate with the JCCP on depositions provided that certain parameters are met, including
 13 substantial completion of custodial file production and resolution of privilege and validation issues.
 14 Many of these issues have been addressed by this Court, including PTO 20, which established
 15 production and deposition timelines for the different tranches of custodians. MDL Plaintiffs intend to
 16 coordinate deposition dates with the JCCP to the extent possible, including for the depositions
 17 of Tracey Breeden; Gus Fuldner; and Carley Lake. Additionally, on December 13, per PTO 16 the
 18 Deposition Protocol, MDL Plaintiffs notified Uber that they would like to depose 18 additional
 19 custodians and provided three dates Plaintiffs are available to take each of those depositions. MDL
 20 Plaintiffs look forward to receiving Uber's response by December 23.

21 **Defendants' Position:** Defendants believe Plaintiffs are not complying with the Deposition
 22 Protocol's requirement that they coordinate, and seek the Court's guidance, particularly to ensure that
 23 witnesses are deposed once across the cases. At the December 10 JCCP Informal Discovery
 24 Conference, Judge Schulman informed the parties that this Court had contacted him about the prospect
 25 of coordinating the MDL and the JCCP. Judge Schulman further stated that he had a call scheduled
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27 ⁸ Plaintiffs recognize that productions for two of the six custodians affected by the Order are not due until January 3,
 28 however, complete production for the other four were due on October 21 and November 26. Per the Court's Order, Uber
 should have completed pre-2013 production for these four custodians by December 2.

1 with Judge Breyer to discuss such coordination. Defendants continue to proceed in a fashion that
 2 permits fully coordinated discovery. Of note, in the spirit of cooperation, Defendants have already
 3 produced all corporate documents produced to MDL Plaintiffs to the JCCP Plaintiffs, and vice versa.
 4 For their part, Plaintiffs appear to be manufacturing discovery disputes to avoid coordinating
 5 depositions, as Plaintiffs accompany many of their discovery demands with threats regarding
 6 deposition coordination. Plaintiffs' "parameters" to coordinate depositions have been a constantly
 7 moving target and are far afield of the requirements outlined in PTOs 16 and 20. Notably, these
 8 purported issues have not prevented JCCP Plaintiffs, which include a member of MDL Plaintiffs'
 9 leadership, from taking multiple depositions using the same information available to MDL Plaintiffs.

10 VIII. Compliance Deadlines

11 **Plaintiffs' Position:** Uber's failure to fully comply with Court Orders was a serious problem;
 12 with Judge Breyer's December 12 Order, it is now untenable. Fact discovery will be substantially
 13 complete by June 16, 2025 and bellwether expert reports are due August 8, 2025. (ECF 1950).
 14 Depositions must start in mid-January, meaning productions long-ago ordered must be completed
 15 before then. Plaintiffs request that the Court set hard deadlines for the complete production of all
 16 documents in non-custodial sources ordered or agreed to as a result of the first RFPs of **January 6,**
 17 **2025**, with Uber expressly on notice that any failure to meet that deadline will result in sanctions. This
 18 must include:

- 19 • All current, historical, and draft policies that fall into the categories the parties have agreed
 Uber will produce including Knowledge Base materials and other noncustodial documents
 related to marketing, safety policies, background checks, driver onboarding, studies and focus
 group materials related to safety or safety communications, driver deactivation, dashcams,
 training or education scripts for drivers and employees, and data retention policies, as well as
 complete metadata as required by the ESI Protocol.
- 20 • The safety data subject to the Court's July 9, 2024 order. ECF 683.
- 21 • All marketing documents related targeted to riders, without limitation to whether they are
 related to sexual assault, as Uber has previously agreed to produce.

22 **Defendants' Position:** Plaintiffs' proposed January 6 deadline has not been raised in
 23 conferrals, and contradicts the agreements reached the weeks of November 18 and 25 when the Parties
 24 agreed to substantial completion of the aforementioned discovery by January 31. This request
 25 represents yet another attempt by Plaintiffs to make an end run around the conferral process and PTO
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1 8, and prematurely bring unripe issues before the Court. Plaintiffs' request is not warranted, extreme,
 2 and misrepresents prior agreements of the parties. As discussed above, Plaintiffs' requests are an ever-
 3 moving target, in terms of subject matter as well as scope. For instance, following the conferral
 4 process, Defendants expanded, at Plaintiffs' insistence, the geographic scope of its searches to include
 5 certain information outside of the United States, and substantially complete production by January 31,
 6 2025. Further, the Court recently provided guidance regarding time scope of discovery, which includes
 7 a stipulation or joint letter due to the Court after this Status Conference.

8 **IX. Defendant Fact Sheets**

9 **Plaintiffs' Position:** Uber incorrectly states that Plaintiffs have not served a single DFS
 10 deficiency when in fact the parties have conferred at length about more than 100 individual DFS
 11 deficiencies. Although this has resolved some deficiencies, Plaintiffs' priority is to achieve a process
 12 that allows Plaintiffs to rely on the absence of documentation as proof that such documentation does
 13 not exist. Plaintiffs have therefore requested that Uber certify the completeness of its DFS productions,
 14 given that documents relating to drivers past records and performance are uniquely in Uber's
 15 possession. Further, Uber continues to update DFS productions on a rolling basis, which hampers
 16 Plaintiffs' ability to recognize gaps and assure finality. Plaintiffs cannot analyze cases for
 17 representative trials until Plaintiffs have assurance that the DFS productions for individual Plaintiffs
 18 are complete and reliable. Additionally, Plaintiffs' representative case analysis is further hampered by
 19 Uber's failure to serve several DFSs entirely.

20 **Defendants' Position:** Plaintiffs' request for Defendants to "certify" DFS productions goes
 21 beyond the requirements of PTO 10 and is not warranted. PTO 10 requires DFS (or PFS) productions
 22 to be substantially complete, and provides for a process of resolving purported deficiencies that begins
 23 with a deficiency notice served through MDL Centrality. (ECF 348 at 6-7.) Notably, Plaintiffs have
 24 not served Defendants a single DFS deficiency notice to date. Thus far, the Parties have engaged in
 25 productive conferrals and written exchanges of information (most recently on November 7) to address
 26 Plaintiffs' questions regarding Uber's DFS productions.

27 **X. Plaintiff Fact Sheets**

1 **Plaintiffs' Position:** Plaintiffs' counsel has continued to meet and confer with Uber regarding
 2 PFSs in individual cases. This process has resolved numerous alleged deficiencies and Plaintiffs have
 3 amended PFSs as warranted. On November 18 the Court gave Plaintiffs 30 days—until December
 4 18—to amend any deficient PFS productions. (ECF 1877). Plaintiffs have been diligently amending
 5 PFSs in compliance with the order. Individual Plaintiffs' counsel continue to meet and confer with
 6 Uber regarding specific issues in their cases. Due to the holidays, the substantial number of Plaintiffs
 7 impacted by the order, and counsel's ability to communicate with every Plaintiff within a short
 8 timeframe, some Plaintiffs have requested extensions.⁹ While Uber has alleged deficiencies beyond
 9 those discussed in the November 18 Order, that is not an issue for the Court at this time as these relate
 10 to one law firm (Levin Simes, LLP) and are being addressed individually. Plaintiffs' position is that
 11 the process is working, and there is no need for Court intervention at this time.

12 **Defendants' Position:**

13 a. **Overdue Plaintiff Fact Sheets**

14 Dozens of Plaintiffs have failed to submit timely fact sheets. Defendants and Levin Simes LLP
 15 are submitting a PTO 8 letter brief to the Court on December 18, 2024 concerning nearly 100 of these
 16 cases, wherein Defendants seek an additional order compelling Plaintiffs to produce verified,
 17 substantially complete Plaintiff Fact Sheets within two weeks, and providing that should any Plaintiff
 18 fail to meet this deadline as well, Defendants may make an application for dismissal of that Plaintiff's
 19 case with prejudice. These Plaintiffs are not the only Plaintiffs who have failed to submit timely fact
 20 sheets. Defendants are prepared to request judicial relief through additional PTO 8 letter briefs should
 21 other Plaintiffs continue withholding Court-ordered discovery.

24 b. **Plaintiff Fact Sheets with Deficiencies**

25 On November 18, 2024, the Court issued an Order resolving the parties' disputes concerning

27 ⁹ Uber states that it sent letters to several Plaintiffs' firms identifying over 500 Plaintiffs who had yet to cure the deficiencies
 28 identified in the Court's Order, but the deadline to cure deficiencies is not until December 18.

1 Plaintiffs' obligations under PTO 10 (ECF 1877). Last week, Defendants sent letters to several
 2 Plaintiffs' firms identifying over 500 Plaintiffs who had yet to cure the deficiencies identified in the
 3 Court's Order. Defendants will be prepared to share with the Court the number of Plaintiffs who
 4 disregarded the Court's deadline during the status conference. Defendants will also be prepared to
 5 seek judicial relief through PTO 8 letter briefs requesting orders compelling any non-compliant
 6 Plaintiffs to conform their deficient PFS productions with the Court's November 18 Order and
 7 providing that Uber may seek dismissal with prejudice of the case of any Plaintiff who continues to
 8 violate the Court's directives.¹⁰

10 **XI. Future Discovery Status Conferences**

11 In light of Judge Breyer's Order that sets the close of fact discovery for June 16, 2025, Plaintiffs
 12 request that the Court set monthly status conferences in the coming months. Defendants defer to the
 13 Court. However, if the Court is inclined to set monthly status conferences, Defendants respectfully
 14 request the Court to set a complete schedule for such conferences.

26 ¹⁰ There are many deficiencies in Plaintiffs' fact sheet productions beyond those discussed in the November 18 Order
 27 such as completely unanswered questions or withheld documents. Defendants are prepared to raise these deficiencies in
 28 Plaintiffs' PFS productions to the Court through PTO 8 letter briefs as well should Plaintiffs continue violating PTO 10's
 requirement that each Plaintiff submit a substantially complete PFS.

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2 By: /s/Roopal Luhana
3 ROOPAL P. LUHANA (*Pro Hac Vice*)
4 **CHAFFIN LUHANA LLP**
5 600 Third Avenue, Fl. 12
6 New York, NY 10016
7 Telephone: (888) 480-1123
8 Email: luhana@chaffinluhana.com
9 *Co-Lead Counsel for Plaintiffs*

10 SARAH R. LONDON (SBN 267083)
11 **LIEFF CABRASER HEIMANN &**
12 **BERNSTEIN**
13 275 Battery Street, Fl. 29
14 San Francisco, CA 94111
15 Telephone: (415) 956-1000
16 Email: slondon@lchb.com

17 RACHEL B. ABRAMS (SBN 209316)
18 **PEIFFER WOLF CARR KANE**
19 **CONWAY & WISE, LLP**
20 555 Montgomery Street, Suite 820
21 San Francisco, CA 94111
22 Telephone: (415) 426-5641
23 Email: rabrams@peifferwolf.com

24 By: /s/ Michael B. Shortnacy
25 MICHAEL B. SHORTNACY (SBN: 277035)
26 mshortnacy@shb.com
27 **SHOOK, HARDY & BACON, L.L.P.**
28 2049 Century Park East, Suite 3000
Los Angeles, CA 90067
Telephone: (424) 285-8330
Facsimile: (424) 204-9093

PATRICK OOT (*Pro Hac Vice* admitted)
oot@shb.com
SHOOK, HARDY & BACON, L.L.P.
1800 K Street NW, Suite 1000
Washington, DC 20006
Telephone: (202) 783-8400
Facsimile: (202) 783-4211

RANDALL S. LUSKEY (SBN: 240915)
rluskey@paulweiss.com
PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP
535 Mission Street, 24th Floor
San Francisco, CA 94105
Telephone: (628) 432-5100
Facsimile: (628) 232-3101

ROBERT ATKINS (*Pro Hac Vice* admitted)
ratkins@paulweiss.com
CAITLIN E. GRUSAUSKAS (*Pro Hac Vice* admitted)
cgrusauskas@paulweiss.com
ANDREA M. KELLER (*Pro Hac Vice* admitted)
akeller@paulweiss.com
PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

CERTIFICATE OF SERVICE

I hereby certify that on December 16, 2024, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will automatically send notification of the filing to all counsel of record.

By: /s/ Roopal P. Luhana